UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS

EDWARD R. ZELECHOWSKI and DEBORAH A. ZELECHOWSKI, Plaintiffs, v. NATIONSTAR MORTGAGE, LLC, a Delaware Limited Liability Company, Defendant.	CIVIL ACTION CASE NO. 17-cv-318 JURY TRIAL DEMANDED

COMPLAINT FOR RELIEF PURSUANT TO THE FEDERAL FAIR DEBT COLLECTION PRACTICES ACT, FOR VIOLATIONS OF THE BANKRUPTCY DISCHARGE INJUNCTION, AND FOR VIOLATIONS OF THE ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT

COME NOW Plaintiffs, EDWARD AND DEBORAH ZELECHOWSKI ("Plaintiffs"), by and through their attorneys, the Law Offices of William A. Mueller, L.L.C., and complains of the Defendant, NATIONSTAR MORTGAGE, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("NATIONSTAR"), as follows:

NATURE OF THE ACTION

1. Plaintiffs bring this action against NATIONSTAR for violations of the Fair Debt Collection Practices Act ("FDCPA") pursuant to 15 U.S.C. §1692, et seq., for violations of the Bankruptcy Discharge Injunction pursuant to 11 U.S.C. §524, and for violations of the Illinois Consumer Fraud and Deceptive Business Practices Act pursuant to 815 ILCS 505/1 et seq.

JURISDICTION AND VENUE

2. Subject matter jurisdiction is conferred upon this Court by 15 U.S.C. §1692, 47 U.S.C §227, and 28 U.S.C. §§ 1331, 1337, as the action arises under the laws of the United States. Supplemental jurisdiction exists for state law claims pursuant to 28 U.S.C. § 1367.

3. Venue is proper in this Court pursuant to 28 U.S.C. §1391 as NATIONSTAR transacts business in the Southern District of Illinois and all or substantially all of these events or omissions giving rise to these claims occurred within the Southern District of Illinois.

PARTIES

4. Plaintiffs, EDWARD AND DEBORAH ZELECHOWSKI, are natural persons who at all times relevant resided in Fairview Heights, Illinois, and are "consumers" as defined by the FDCPA, 15 U.S.C. §1692a(3).

5. At all times relevant to this action, NATIONSTAR was a limited liability company under the laws of the State of Delaware with its principal place of business located at 8950 Cypress Waters Boulevard, Dallas, Texas 75019. NATIONSTAR'S Registered Agent is Illinois Corporation Service Company, 801 Adlai Stevenson Drive, Springfield, Illinois 62703.

6. NATIONSTAR is in the business of collecting defaulted mortgages and debts in the state of Illinois.

7. NATIONSTAR qualifies as a "debt collector" as defined by the FDCPA, 15 U.S.C. §1692a(6), because it regularly uses the mail and/or the telephone to collect, or to attempt to collect, delinquent consumer accounts.

8. NATIONSTAR qualifies as a "debt collector" as defined by the FDCPA, 15 U.S.C. § 1692a(6), because the debt which is the subject of this complaint was in default when it acquired rights in the debt.

9. NATIONSTAR qualifies as a "debt collector" as defined by the FDCPA, 15 U.S.C. § 1692a(6), because the principal purpose of its business is to collect debt and it regularly collects or attempts to collect defaulted debts owed to another party.

10. At all times relevant to this complaint, NATIONSTAR was collecting on a consumer debt as defined by 15 U.S.C. §1692a.

FACTS SUPPORTING CAUSE OF ACTION

11. On or about September 25, 1998, Plaintiffs obtained a residential mortgage secured by real property located at 45 Potomac Drive, Fairview Heights, Illinois 62208 from Shelter Mortgage, Inc. ("subject debt"). *See* attached Exhibit 1, a true and correct copy of the relevant Mortgage and Note.

12. As referenced in documents filed with the St. Clair County Circuit Court in case number 16 CH 519, on July 1, 2013, the servicing of the loan was transferred to NATIONSTAR. Additionally, said documents reflect that the loan was in default when NATIONSTAR assumed the servicing of the loan. *See* attached Exhibit 2, a true and correct copy of document filed with the St. Clair County Circuit Court.

13. On May 15, 2015, Plaintiffs filed a Chapter 13 petition in the United States Bankruptcy Court, Southern District of Illinois, case number 15-30761, invoking the protections of the automatic stay pursuant to 11 U.S.C. §362. *See* attached Exhibit 3, a true and correct copy of the Notice of Bankruptcy.

14. Plaintiffs listed NATIONSTAR as a creditor for a debt ("subject debt") on their bankruptcy Schedule D. *See* attached Exhibit 4, a true and correct copy of Schedule D filed with Plaintiffs' Bankruptcy Petition.

15. On May 21, 2015, the Chapter 13 Trustee sent NATIONSTAR a notice of the bankruptcy filing. *See* attached Exhibit 5, a true and correct copy of the Certificate of Notice executed by the Chapter 13 Trustee establishing service of the notice of bankruptcy filing upon NATIONSTAR.

16. Plaintiffs' 341(a) meeting of creditors was held on July 17, 2015.

17. No representative of NATIONSTAR attended the meeting of creditors.

18. Each of the Plaintiffs' plans, the original and first amended plans, carried the following language which surrendered the subject property back to NATIONSTAR:

> The Debtor surrenders any and all right, title and interest in the following collateral: 45 Potomac Drive, Fairview Heights, IL 62208.

See attached Exhibits 6 and 7, true and correct copies of the original and first amended plans served upon NATIONSTAR.

19. On August 4, 2015, the Honorable Laura K. Grandy entered an Order Confirming Plaintiffs' first amended plan, which was mailed to all creditors on the service list including NATIONSTAR. *See* attached Exhibit 8, a true and correct copy of the Order Confirming Plan.

20. On March 3, 2016, the Plaintiffs converted their Chapter 13 proceeding to one under Chapter 7 of the Bankruptcy Code. *See* attached Exhibit 9, a true and correct copy of the Order converting case.

21. No Reaffirmation Agreement of the subject debt was requested by Plaintiffs, nor was one offered by the Defendant in the Plaintiffs' converted case.

22. On June 27, 2016, the Plaintiffs received an Order of Discharge of all debts included in their bankruptcy petition pursuant to 11 U.S.C. § 1328(a), including the "subject debt." *See* attached Exhibit 10, a true and correct copy of the Order of Discharge entered by the United States Bankruptcy Court for the Southern District of Illinois and the BNC Notice of Discharge served upon NATIONSTAR.

23. The discharge order effectuated a discharge of the debt to NATIONSTAR, providing as follows:

> The discharge prohibits any attempt to collect from the debtor a debt that has been discharged. For example, a creditor is not permitted to contact a

> debtor by mail, phone, or otherwise . . . to collect a discharged debt from the debtor. *Id.* at pg. 2.

24. Pursuant to 11 U.S.C. § 524, the Order of Discharge invoked the protections of the discharge injunction, prohibiting any acts to collect upon the subject debtors by NATIONSTAR or any other party.

NATIONSTAR'S UNLAWFUL POST-DISCHARGE COMMUNICATION

25. On July 21, 2016, with actual knowledge of Plaintiffs' Bankruptcy discharge, NATIONSTAR attempted to collect the subject debt from Plaintiffs personally by sending a payment demand ("dunning letter") directly to the Plaintiffs at their home address in Fairview Heights, Illinois. *See* attached Exhibit 11, a true and correct copy of the July 21, 2016, letter sent by NATIONSTAR to Plaintiffs.

26. The July 21, 2016, dunning letter sent by NATIONSTAR sought to collect the subject debt and alleged a total amount due of $22,167.55.

27. The July 21, 2016, dunning letter included a detachable payment coupon instructing Plaintiffs to return to NATIONSTAR with payment in the amount of $22,167.55 by July 30, 2016.

28. On August 1, 2016, with actual knowledge of Plaintiffs' Bankruptcy discharge, NATIONSTAR attempted to collect the subject debt from Plaintiffs personally by sending a payment demand ("dunning letter") directly to the Plaintiffs at their home address in Fairview Heights, Illinois. *See* attached Exhibit 12, a true and correct copy of the August 1, 2016, letter sent by NATIONSTAR to Plaintiffs.

29. The August 1, 2016, dunning letter sent by NATIONSTAR sought to collect the subject debt and alleged a total amount due of $22,921.38.

30. The August 1, 2016, dunning letter included a detachable payment coupon instructing Plaintiff to return to NATIONSTAR with payment in the amount of $22,921.38 by August 30, 2016.

31. On August 2, 2016, with actual knowledge of Plaintiffs' Bankruptcy discharge, NATIONSTAR attempted to collect the subject debt from Plaintiffs personally by sending a payment demand ("dunning letter") directly to the Plaintiffs at their home address in Fairview Heights, Illinois. *See* attached Exhibit 13, a true and correct copy of the August 2, 2016, letter sent by NATIONSTAR to Plaintiffs.

32. The August 2, 2016, dunning letter sent by NATIONSTAR sought to collect the subject debt and alleged a total amount due of $22,921.38.

33. On October 18, 2016, with actual knowledge of Plaintiffs' Bankruptcy discharge, NATIONSTAR attempted to collect the subject debt from Plaintiffs personally by sending a payment demand ("dunning letter") directly to the Plaintiffs at their home address in Fairview Heights, Illinois. *See* attached Exhibit 14, a true and correct copy of the October 18, 2016, letter sent by NATIONSTAR to Plaintiffs.

34. The October 18, 2016, dunning letter sent by NATIONSTAR sought to collect the subject debt and alleged a total amount due of $24,429.04.

35. The October 18, 2016, dunning letter included a detachable payment coupon instructing Plaintiffs to return to NATIONSTAR with payment in the amount of $24,429.04 by October 30, 2016.

36. The second page of the loan statement lists six different ways in which the Plaintiffs could pay this statement. *Id.*

37. On October 19, 2016, with actual knowledge of Plaintiffs' Bankruptcy discharge, NATIONSTAR attempted to collect the subject debt from Plaintiffs personally by sending a payment demand ("dunning letter") directly to the Plaintiffs at their home address in Fairview Heights, Illinois. *See* attached Exhibit 15, a true and correct copy of the October 19, 2016, letter sent by NATIONSTAR to Plaintiffs.

38. The October 19, 2016, dunning letter sent by NATIONSTAR sought to collect the subject debt and alleged a total amount due of $24,429.04.

39. On November 2, 2016, with actual knowledge of Plaintiffs' Bankruptcy discharge, NATIONSTAR attempted to collect the subject debt from Plaintiffs personally by sending a payment demand ("dunning letter") directly to the Plaintiffs at their home address in Fairview Heights, Illinois. *See* attached Exhibit 16, a true and correct copy of the November 2, 2016, letter sent by NATIONSTAR to Plaintiffs.

40. The November 2, 2016, dunning letter sent by NATIONSTAR sought to collect the subject debt and alleged a total amount due of $25,182.87.

41. The November 2, 2016, dunning letter included a detachable payment coupon instructing Plaintiffs to return to NATIONSTAR with payment in the amount of $25,182.87 by November 30, 2016.

42. The second page of the loan statement lists six different ways in which the Plaintiffs could pay this statement. *Id.*

43. On November 2, 2016, with actual knowledge of Plaintiffs' Bankruptcy discharge, NATIONSTAR attempted to collect the subject debt from Plaintiffs personally by sending a second payment demand ("dunning letter") directly to the Plaintiffs at their home address in

Fairview Heights, Illinois. *See* attached Exhibit 17, a true and correct copy of the November 2, 2016, letter sent by NATIONSTAR to Plaintiffs.

44. The November 2, 2016, dunning letter sent by NATIONSTAR sought to collect the subject debt and alleged a total amount due of $25,182.87.

45. On December 1, 2016, with actual knowledge of Plaintiffs' Bankruptcy discharge, NATIONSTAR attempted to collect the subject debt from Plaintiffs personally by sending a payment demand ("dunning letter") directly to the Plaintiffs at their home address in Fairview Heights, Illinois. *See* attached Exhibit 18, a true and correct copy of the December 1, 2016, letter sent by NATIONSTAR to Plaintiffs.

46. The December 1, 2016, dunning letter sent by NATIONSTAR sought to collect the subject debt and alleged a total amount due of $25,677.56.

47. The December 1, 2016, dunning letter included a detachable payment coupon instructing Plaintiffs to return to NATIONSTAR with payment in the amount of $25,677.56 by December 30, 2016.

48. The second page of the loan statement lists six different ways in which the Plaintiffs could pay this statement. *Id.*

49. On December 2, 2016, with actual knowledge of Plaintiffs' Bankruptcy discharge, NATIONSTAR attempted to collect the subject debt from Plaintiffs personally by sending a payment demand ("dunning letter") directly to the Plaintiffs at their home address in Fairview Heights, Illinois. *See* attached Exhibit 19, a true and correct copy of the December 2, 2016, letter sent by NATIONSTAR to Plaintiffs.

50. The December 2, 2016, dunning letter sent by NATIONSTAR sought to collect the subject debt and alleged a total amount due of $25,677.56.

51. The Mortgage Statements, and the language contained therein, were very confusing to Plaintiffs, the unsophisticated consumers, because the first page unequivocally demanded payment and included a payment stub.

52. NATIONSTAR'S collection efforts occurred with actual knowledge of Plaintiffs' bankruptcy filing and subsequent discharge.

COUNT I
VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT

53. Plaintiffs repeat and re-allege paragraphs 1 through 52 as though fully set forth herein.

54. The subject debt is a "debt" as defined by FDCPA §1692a(5) as it arises out of a transaction due or asserted to be owed to another for personal, family or household purposes.

55. NATIONSTAR is a "debt collector" because it acquired rights to the subject loan after it was in default. 15 U.S.C. § 1692a(6).

56. NATIONSTAR violated 15 U.S.C. §§ 1692e(2), 1692e(10) and 1692f through its debt collection efforts of the "subject debt" which is a consumer debt.

57. NATIONSTAR violated 15 U.S.C. §1692e(2) by falsely representing the character, amount, or legal status of the alleged debt as the subject debt was not owed by virtue of the Order of Discharge entered in their bankruptcy case.

58. NATIONSTAR violated 15 U.S.C. §1692e(10) by falsely representing that the subject debt was collectible when it sent the bills to Plaintiffs.

59. NATIONSTAR violated 15 U.S.C. §1692f by employing unfair and unconscionable means to collect the subject debt by sending the dunning letters attempting to collect the subject debt which was discharged in Plaintiffs' bankruptcy and not owed.

60. Section 524(a)(2) of the Bankruptcy Code, commonly known as the "discharge injunction," prohibits "an act, to collect, recover, or offset any such debt as a personal liability of

the debtor," and "operates as an injunction against the commencement or continuation of an action, the employment of process, or an act, to collect or recover from, or offset against, property of the debtor." 11 U.S.C. §§524(a)(2).

61. NATIONSTAR attempted to coerce Plaintiffs into paying a debt that was not legally collectible because Plaintiffs were protected by the Order of Discharge.

62. As an experienced debt collector, NATIONSTAR knew or should have known not to send demand letters to debtors that were protected by the Order of Discharge.

63. NATIONSTAR knew or should have known that Plaintiffs' pre-petition debt was uncollectable because of the Order of Discharge.

64. NATIONSTAR appears to have no system in place to identify and cease the collection of debts included in or discharged in bankruptcy.

65. NATIONSTAR'S failure to scan their database to prevent the unlawful collection of the subject debt was willful.

66. Plaintiffs suffered from NATIONSTAR'S unlawful collection activities.

67. Plaintiffs suffered from emotional distress due to NATIONSTAR'S unlawful attempts to collect the discharged debt, as they were led by NATIONSTAR'S collection activities to believe their bankruptcy had no effect. The dunning letters were highly confusing to Plaintiffs.

68. Plaintiffs were unduly inconvenienced and harassed by NATIONSTAR'S unlawful attempts to collect the discharged subject debt.

69. Concerned about the violations of their rights and protections that were expected by their bankruptcy discharge, Plaintiffs sought the assistance of counsel to ensure that NATIONSTAR'S collection efforts ceased.

70. Plaintiffs have expended time consulting with their attorneys and have incurred attorney's fees as a result of NATIONSTAR'S deceptive collection actions.

WHEREFORE, Plaintiffs, EDWARD AND DEBORAH ZELECHOWSKI, respectfully request that this Honorable Court enter judgment in their favor as follows:

a. Declaring that the practices complained of herein are unlawful and violate the aforementioned statutes;

b. Awarding Plaintiffs statutory damages for the underlying FDCPA violations;

c. Ordering the deletion of adverse credit reporting, if any, related to the debt;

d. Awarding Plaintiffs costs and reasonable attorney fees as provided under 15 U.S.C. §1692k; and

e. Awarding any other relief as this Honorable Court deems just and appropriate.

COUNT II
VIOLATIONS OF THE ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT

71. Plaintiffs repeat and re-allege paragraphs 1 through 70 as though fully set forth herein.

72. Plaintiffs are a "person" as defined in ICFA, 815 ILCS 505/1(c).

73. NATIONSTAR is engaged in "commerce" as defined in ICFA, 815 ILCS 505/1(f).

74. NATIONSTAR violated 815 ILCS 505/2 by engaging in an unfair and deceptive act or practice by using fraud, deception, and misrepresentation in its attempt to collect from Plaintiffs a debt protected by the Discharge Injunction afforded by the Bankruptcy Code, 11 U.S.C. §524.

75. The Illinois Consumer Fraud and Deceptive Business Practices Act (ICFA) states:

> Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact . . . in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby. 815 ILCS 505/2.

76. NATIONSTAR'S collection attempts represent the use of deception, fraud, and false pretense in an attempt to collect a debt because it was not collectable at the time the dunning letters were sent to Plaintiffs.

77. NATIONSTAR'S dunning letters were sent with knowledge of the discharge injunction. It was unfair to Plaintiffs because the subject debt was not collectible as a matter of law.

78. NATIONSTAR'S failure to abide by the discharge injunction constitutes deception and unfairness in regards to its collection attempts upon Plaintiffs.

79. NATIONSTAR'S confusing and deceptive dunning letters sent to Plaintiffs demonstrates that NATIONSTAR regularly engages in such practices designed to mislead debtors.

80. ICFA was designed to protect consumers from the unfair and deceptive acts committed by NATIONSTAR.

81. NATIONSTAR'S misrepresentations are unlawful, contradicting the intent of ICFA.

82. NATIONSTAR intended for Plaintiffs to rely on its misrepresentations by sending the dunning letters to induce payment on an uncollectable debt.

83. It was unfair for NATIONSTAR to mislead Plaintiffs into believing the subject debt was still owed, when it was not.

84. It was unfair for NATIONSTAR to seek to collect the subject debt from Plaintiffs through its misleading dunning letters.

85. It was unfair for NATIONSTAR to attempt to induce Plaintiffs into making payments on an uncollectable debt by sending the dunning letters to Plaintiffs.

86. NATIONSTAR intended that Plaintiffs rely on its misrepresentation and Plaintiffs did in fact rely on NATIONSTAR'S misrepresentation as they were led to believe their bankruptcy had no legal effect and that they still owed the subject debt to NATIONSTAR.

87. NATIONSTAR'S demand was unfair and deceptive because it was systematically calculated to mislead Plaintiffs into believing the subject debt was still owed, when in fact the subject debt was discharged in Plaintiffs' bankruptcy.

88. ICFA further states:

> Any person who suffers actual damage as a result of a violation of ther Act committed by any other person may bring an action against such person. The court, in its discretion may award actual economic damages or any other relief which the court deems proper. 815 ILCS 505/10a

89. Plaintiffs are entitled to relief pursuant to 815 ILCS 505/10a for the following reasons:

a. Plaintiffs have suffered damages in the form of emotional distress and time spent consulting with their attorneys as a result of NATIONSTAR'S unlawful collection practice.

b. An award of punitive damages is appropriate because NATIONSTAR'S conduct was outrageous, willful and wanton, showed reckless disregard for the Plaintiffs' rights, and Plaintiffs had no choice but to submit to the dunning letter.

WHEREFORE, Plaintiffs, EDWARD AND DEBORAH ZELECHOWSKI, respectfully request that this Honorable Court enter judgment in their favor as follows:

a. Declaring that the practices complained of herein are unlawful and violate the aforementioned statute;

b. Awarding Plaintiffs punitive damages, in an amount to be determined at trial, for the underlying violations;

c. Ordering the deletion of adverse credit reporting, if any, related to the debt;

d. Awarding Plaintiffs' costs and reasonable attorney fees pursuant to 815 ILCS 505/10a(c);

e. Awarding any other relief as this Honorable Court deems just and appropriate.

COUNT III
VIOLATIONS OF THE BANKRUPTCY DISCHARGE INJUNCTION

90. Plaintiffs repeat and re-allege paragraphs 1 through 89 as fully set forth herein.

91. On June 27, 2016, the Plaintiffs received an Order of Discharge of all debts included in their bankruptcy petition pursuant to 11 U.S.C. § 524(a)(2), including the "subject debt."

92. The discharge order effectuated a discharge of the debt to NATIONSTAR, providing as follows:

> The discharge prohibits any attempt to collect from the debtor a debt that has been discharged. For example, a creditor is not permitted to contact a debtor by mail, phone, or otherwise . . . to collect a discharged debt from the debtor. *Id.* at pg. 2.

93. Pursuant to 11 U.S.C. § 524(a)(2), the Order of Discharge invoked the protections of the discharge injunction, prohibiting any acts to collect upon the subject debtors by NATIONSTAR or any other party.

94. The debt owed to NATIONSTAR is a debt that was discharged under the Bankruptcy Court's Order, and the Discharge Injunction is designed to prevent creditors and collectors from continuing to collect, assess or recover against the Plaintiffs after the Order of Discharge.

95. Because NATIONSTAR was notified of the Order of Discharge, its actions taken to collect on the subject debt while knowing that the subject debt had been discharged, constitute a willful violation of the Discharge Injunction.

96. "Section 524(a)(2) enjoins an act to collect a discharged debt, so a creditor that attempts to collect a discharged debt is in contempt of the bankruptcy court that issued the order of discharge." *Cox v. Zale Delaware, Inc.*, 239 F.3d 910, 915 (7th Cir. 2001).

97. NATIONSTAR'S action were willful under 11 U.S.C. §524(a)(2)

98. Plaintiffs suffered from NATIONSTAR'S unlawful collection activities.

99. Plaintiffs suffered from emotional distress due to NATIONSTAR'S unlawful attempts to collect the subject debt, as they were led, by NATIONSTAR'S collection activities, to believe their bankruptcy had no effect. The dunning letters were highly confusing to Plaintiffs.

100. Plaintiffs were unduly inconvenienced and harassed by NATIONSTAR'S unlawful attempts to collect the subject debt.

101. Concerned about the violations of their rights and protections that were expected by their bankruptcy filing, Plaintiffs sought the assistance of counsel to ensure that NATIONSTAR'S collection efforts ceased.

102. Plaintiffs have expended time consulting with their attorneys and have incurred attorney's fees as a result of NATIONSTAR'S deceptive collection actions.

103. Plaintiffs are entitled to actual damages, attorney's fees, and costs for Defendant's willful violations of the discharge injunction. Plaintiffs are also entitled to punitive damages for Defendant's defiance of the Bankruptcy Code and its provisions.

WHEREFORE, Plaintiffs, EDWARD AND DEBORAH ZELECHOWSKI, respectfully requests that this Honorable Court enter judgment in her favor as follows:

a. Declaring that the practices complained of herein are unlawful and violate the aforementioned statute;

b. Awarding Plaintiffs punitive damages, in an amount to be determined at trial, for the underlying violations;

c. Ordering the deletion of adverse credit reporting, if any, related to the debt;

d. Awarding Plaintiffs' costs, reasonable attorney fees, and punitive damages pursuant to 11 U.S.C. §524(a)(2); and

e. Awarding any other relief as this Honorable Court deems just and appropriate.

Dated: March 27, 2017

Respectfully Submitted,

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